



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: SHAIKH v MAYERS, 2026 ONLTB 48788

Date: 2026-06-19

File Number: LTB-L-001835-26-RV

In the matter of: MAIN FLOOR, 1211 GLOUCESTER SQ
PICKERING ON L1V3P7

Between: SANA SHAIKH Landlords
SHEIKH ADEEL AHMAD

And

JEROME HECTOR MAYERS Tenants
CATHY MAYERS

Review Order

SANA SHAIKH and SHEIKH ADEEL AHMAD (the 'Landlords') applied for an order to terminate the tenancy and evict JEROME HECTOR MAYERS and CATHY MAYERS (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 application).
- the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have willfully caused undue damage to the premises.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This L1/L2 application was resolved by order LTB-L-001835-26 issued on June 10, 2026.

On June 18, 2026, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. This review request is made on the ground of serious error. For the reasons below, on the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

Issues regarding the last month's rent deposit

2. The Tenants submit that the Member erred by failing to apply the last month's rent deposit ('LMR') to the last rental period before the tenancy terminates, as required by s.106(10) of the *Residential Tenancies Act, 2006* (the 'Act'). The order under review terminates the tenancy on June 21, 2026, finds that the Tenants owe \$16,500.00 in arrears to the end of June 2026 and orders the Tenants to pay \$10,344.07 in arrears. The amount ordered is less than the arrears found to be owed because the amount ordered is pro-rated to the date of the hearing (June 3, 2026), and the LMR and interest owed on the LMR were deducted. Although there is no indication in the order that the LMR was applied to the final rental period in the tenancy, this is effectively what has happened. The last complete rental period is May 1, 2026 to May 31, 2026. This period is included in the arrears period and the LMR was applied against the arrears.
3. The clarification in the paragraph above also addresses the other issues in the review request that refer to the LMR.

Reasonable out-of-pocket expenses due to substantial interference

4. The order directs the Tenants to pay \$6,000.00 to the Landlords in compensation for reasonable out of pocket expenses due to substantial interference. The order finds that the Tenants substantially interfered with the Landlords' reasonable enjoyment of the premises by refusing to allow the Landlords' contractors to do work on the premises on three occasions.
5. The Tenants submit that the Member erred by ordering them to pay for out-of-pocket expenses without evidence that this cost was paid. This was not an error. Section 88.1 of the Act permits a landlord to claim (and the LTB to order) payment of reasonable out-of-

pocket expenses that the landlord has incurred or will incur. Proof of payment is not necessary. An expense is incurred if a person receives an invoice or other kind of demand for it.

6. The Tenants submit that the Member erred by not explaining how the Member determined that this expense was a reasonable cost. I interpret this to be a submission that the Member gave insufficient reasons for this determination. Although I agree that the reasoning at paragraph 31 of the order is somewhat sparse on the reasonableness of this cost, which is quite substantial, I am not satisfied that that this constitutes a serious error. To the extent that it is an error, it is not material to the outcome of the proceedings. The contractors were there to build a residential unit in the basement. The Landlords had filed an invoice that charges them \$2,000.00 for each time the contractors attended the unit and had to turn back. The invoice notes that each time the contractors arrived and were turned away, they had five people there who were booked for the day. The invoice also refers to travel time. Given the scope of the work and the notations on the invoice, the cost of \$2,000.00 for each attendance is reasonable on its face.

Maintenance issues raised by the Tenants were rejected because they were “not current”

7. The review request submits that the Member erred by refusing to accept evidence of maintenance issues that were not in existence on the date of the hearing. The Member’s refusal to hear evidence and submissions about these issues was not an error. The Tenants had filed issues to be heard pursuant to s.82 of the Act but were not permitted to raise these at the hearing because they had failed to comply with an interim order directing them to pay rent to the Landlords. The Tenants submitted that the Landlords were in serious breach of the tenancy agreement and the Act due to several maintenance issues. The Member heard those issues that were in existence on the hearing date. It was not an error to refuse to hear issues that had been resolved by the hearing date. As pointed out several times in the hearing and at paragraphs 36-38 of the order, a tenant may only rely on serious breaches that are in existence on the date of the hearing.
8. The Tenants submit that the Member found, without sufficient evidence, that certain maintenance issues had been resolved prior to the hearing. At paragraph 41, the Member finds that, based on the evidence before her, she was satisfied that certain issues had been resolved prior to the hearing. At the hearing on June 3, 2026, the Member asked the Tenants to identify the maintenance issues that were still outstanding as of the hearing date. In doing so, while giving testimony regarding maintenance issues, the Tenants did not identify any of the issues listed at paragraph 41 as outstanding. I am therefore satisfied that the Member had a sound evidentiary basis upon which to base the finding that these issues were not outstanding as of the date of the hearing.
9. The Tenants make other submissions in the review request that appear to stem from their misunderstanding as to the requirement that a serious breach be ongoing on the date of the hearing. It is not necessary to address these submissions except to state that they do not identify any serious errors.

Subsection 83(3)(c)

10. The Tenants submit that the Member failed to consider whether the Landlords' application was brought because the Tenants had attempted to secure or enforce their legal rights. There is no indication in the order, the review request, or the hearing recording that the Tenants raised this issue at the hearing. The Tenants cannot raise this issue for the first time on review.

Onyskiw and context

11. The Tenants submit that the Member failed to conduct a contextual analysis as required by the decision *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 (CanLII). The Tenants submit that the Member considered the Landlords' allegations without context and excluded the Tenants' evidence providing that context. The problem with this submission is that the order is not entirely devoid of context and contextual analysis. The review request does not identify what specific contextual evidence the Member excluded or what context the Member allegedly ignored while considering the Landlords' allegations. I am therefore not satisfied that the Member failed to conduct a contextual analysis.

Reliance on previous order

12. The Tenants submit that, despite the Tenants' representative's objection, the Member relied on a prior LTB order that was not relevant to the proceedings. There was some discussion at the hearing on April 2, 2026 about an order uploaded by the Landlords. The Member stated that she could consider it only for credibility purposes, for example if the Tenants denied ever living in that previous unit, but she could not consider it to determine any issue going to the merits of the applications before her. This previous order is not mentioned in the order under review and it appears that the Member had other reasons to make credibility findings. It appears the Member might not have given any consideration to this order at all but even if she did, it was not for an improper purpose. I am therefore not satisfied that the Member's decision relied on any prior order for an improper purpose.

Tenants' conduct and condition of the unit

13. The Tenants submit that the Member failed to consider that the Tenants' conduct arose from the condition of the unit. After setting out the evidence regarding the Tenants' conduct, paragraph 21 of the order reads as follows: "The Tenants did not provide any response to these allegations at the hearing. The Tenants maintained that the rental unit was a construction site making it unsafe for them to live there." The Tenants' only response to the evidence that they had turned the contractors away several times was that the unit was in an unsafe condition. This was expressly considered at paragraph 21 of the order.

Subsection 20(2)

14. The Tenants make several submissions about subs. 20(2) of the Act. These submissions do not make much sense. This subsection makes a landlord responsible for maintenance/repair issues even if the tenant was aware of the state of non-repair or contravention of a standard before they entered into the tenancy agreement. The Landlords did not argue (and the Member did not determine) that they did not need to address maintenance issues because the Tenants were aware of them before they moved in, so there is no need to consider or refer to subs. 20(2) of the Act.

It is ordered that:

1. The request to review order LTB-L-001835-26 issued on June 10, 2026 is denied. The order is confirmed and remains unchanged.

June 22 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.